

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

**ERICSSON INC. and
TELEFONAKTIEBOLAGET LM
ERICSSON,**

Plaintiffs,

V.

**D-LINK CORPORATION,
D-LINK SYSTEMS, INC.,
NETGEAR, INC., ACER, INC., ACER
AMERICA CORPORATION, and
GATEWAY, INC.**

Defendants.

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CIVIL ACTION NO. 6:10-CV-473-LED

JURY TRIAL DEMANDED

PLAINTIFFS' REPLY TO BELKIN'S COUNTERCLAIMS

Plaintiffs ERICSSON INC. and TELEFONAKTIEBOLAGET LM ERICSSON, (“Ericsson”) hereby respond to Defendant/Counterclaimant Plaintiff Belkin International (“Belkin”) on its counterclaims against Ericsson and states as follows:

The Parties

1. Ericsson admits paragraph 146.
2. Ericsson admits paragraph 147.
3. Ericsson admits paragraph 148.

Jurisdiction and Venue

4. Ericsson admits paragraph 149.
5. Ericsson admits paragraph 150.
6. Ericsson admits paragraph 151.

Counterclaim Allegations

7. The allegations of paragraph 152 are not directed toward Ericsson, and therefore no answer is required. Ericsson is without knowledge sufficient to form a belief as to the truth of the allegations of paragraph 152 and therefore denies them.

8. Ericsson denies paragraph 153.

9. The allegations of paragraph 154 are not directed toward Ericsson, and therefore no answer is required. Ericsson is without knowledge sufficient to form a belief as to the truth of the allegations of paragraph 154 and therefore denies them.

10. The allegations of paragraph 155 are not directed toward Ericsson, and therefore no answer is required. Ericsson is without knowledge sufficient to form a belief as to the truth of the allegations of paragraph 155 and therefore denies them.

11. The allegations of paragraph 156 are not directed toward Ericsson, and therefore no answer is required. Ericsson is without knowledge sufficient to form a belief as to the truth of the allegations of paragraph 156 and therefore denies them.

12. Ericsson admits that it is a member of the IEEE. Ericsson also admits that certain of its individual employees participated in certain aspects of the standards setting process for 802.11. Ericsson denies the remainder of paragraph 157.

13. Ericsson admits that it executed a document titled "Letter of Assurance for Essential Patents" on or about January 29, 2003 identifying the "IEEE Standard or Proposed IEEE Standard" as "802.11a, 802.11b, 802.11e, 802.11f, 802.11g, 802.11h 802.11i." Ericsson admits that such document states that Ericsson "was prepared to grant a license to an unrestricted number of applicants on a worldwide, non-discriminatory basis and on reasonable terms and conditions to comply with the [Proposed] IEEE standard." Ericsson admits that a document

titled “Free form LoA Ericsson IP Statement for IEEE 802.11a . . .” was attached which states that “Ericsson will, upon written request of any applicant (the “requester”), grant such applicant a personal, non-exclusive license on fair, reasonable, and non-discriminatory terms (which includes Ericsson’s current royalty rates and other terms).” Ericsson denies the remainder of paragraph 158.

14. Ericsson admits that it executed a document titled “Letter of Assurance for Essential Patent Claims,” referring to IEEE standard 802.11n. Ericsson admits that the letter stated that it “may own, control, or have the ability to license Patent Claims that might be or become Essential Patent Claims.” Ericsson admits that the letter further states, “[t]he Submitter [Ericsson] will grant a license under reasonable rates to an unrestricted number of applicants on a worldwide basis with reasonable terms and conditions that are demonstrably free of unfair discrimination” and that “users and implementers of the [Proposed] IEEE Standard identified in part C above are relying or will rely upon and may seek enforcement of the terms of this LOA.” Ericsson denies the remainder of paragraph 159.

15. Ericsson denies paragraph 160.

16. The allegations of paragraph 161 are not directed toward Ericsson, and therefore no answer is required. Ericsson is without knowledge sufficient to form a belief as to the truth of the allegations of paragraph 161 and therefore denies them.

17. Ericsson denies paragraph 162.

18. Ericsson denies paragraph 163.

First Counterclaim (Breach of Contract - Third Party Beneficiary)

19. Ericsson incorporates by reference paragraphs 1-18 of its Reply.

20. Ericsson denies paragraph 165.

- 21. Ericsson denies paragraph 166.
- 22. Ericsson denies paragraph 167.
- 23. Ericsson denies paragraph 168.
- 24. Ericsson denies paragraph 169.
- 25. Ericsson denies paragraph 170.

Second Counterclaim (Promissory Estoppel)

- 26. Ericsson incorporates by reference paragraphs 1-25 of its Reply.
- 27. Ericsson denies paragraph 172.
- 28. Ericsson denies paragraph 173.
- 29. Ericsson denies paragraph 174.
- 30. Ericsson denies paragraph 175.
- 31. Ericsson denies paragraph 176.
- 32. Ericsson denies paragraph 177.

Demand for Jury Trial

- 33. Paragraph 178 sets forth Belkin's demand for a jury trial, to which no response is required.

Prayer for Relief

Ericsson denies all allegations in the Prayer for Relief, and further denies that any relief should be granted to Belkin, either as requested in its Counterclaims or otherwise.

Dated: April 26, 2012

Respectfully submitted,

MCKOOL SMITH P.C.

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**ATTORNEYS FOR PLAINTIFFS
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CERTIFICATE OF SERVICE

The foregoing document and attachments were served upon counsel for all parties who have consented to service via the Court's ECF System today, April 26, 2012.

/s/ Bradley W. Caldwell